REMARKS

Claims 1-31 are pending is the present application. No claims have been added by this Amendment. No claims have been cancelled by this Amendment. Therefore upon entry of this present Amendment claims 1-31 are still pending. Claims 1-31 have been rejected.

Reconsideration of this application, in view of the foregoing amendments and the following remarks, is respectfully requested.

Claim Rejections - 35 USC § 102

Claims 1-31, were rejected under 35 U.S.C. 102(e) as being anticipated by Awater et al. (US Patent No. 7,046,649). Applicants respectfully traverse this rejection.

Anticipation requires the disclosure of each and every element of the claim arranged as in the claim—not in isolation. When the claimed invention is not identically disclosed in a reference, and instead requires picking and choosing among a number of different options disclosed by the reference, then the reference does not anticipate. Mendenhall v. Astec Indus., 1988 U.S. Dist., 13 U.S.P.Q.2d 1913, 1928 (Tenn. 1988), aff'd, 13 entered by U.S.P.Q.2d 1956 (Fed. Cir. 1989). Akzo N.V. v. International Trade Commission, 808 F.2d 1471, 1480 (Fed. Cir. 1986), cert. denied, 482 U.S. 909, 107 S. Ct. 2490, 96 L. Ed. 2d 382 (1987); In re Arkley, 59 C.C.P.A. 804, 455 F.2d 586, 587-88 (CCPA 1972).

It appears that there is confusion on what exactly is the antenna switch function of the instant application. The antenna switch function allows the two transceivers to select either of 2 or more antennas. Awater does not teach this restriction; in fact, the transceivers of Awater are statically fixed to an antenna.

The Examiner cites "IEEE 802.11 (transceiver) for a first antenna, Bluetooth (transceiver) for the second antenna, and interoperability device for the switching function. However, in col. 7 of Awater:

> Thus in the switching mode the interoperability device operates merely
> to deactivate, or switch off, one of the two transceivers within the dual
> mode transceiver. This operation is transparent to the functional elements

of the respective transceivers, and also to the other processing functionality in the device itself. When the interoperability device is switched to "IEEE 802.11" mode the transceiver **100** behaves as an IEEE 802.11 transceiver. When the interoperability device is switched to "Bluetooth" mode the transceiver **100** behaves as an Bluetooth transceiver.

In the switching mode, turning off one transceiver when the other is transmitting means that the one transceiver cannot receive or transmit when the other is transmitting…(col.7, line 15-27)

In the multiplexing mode of operation the IEEE 802.11 transmitter is switched off when the Bluetooth transmitter is receiving data and the Bluetooth transmitter is switched off when the IEEE 802.11 device is receiving data. In this way one radio system is never transmitting when the other is receiving, and vice versa. (col. 7, line 46-51).

In Figures 1 of Awater, the interoperability device 106 is coupled to the IEEE 802.11 MAC and the Bluetooth Baseband Controller, there is no switching function that is coupled to the output of the IEEE 802.11 PHY and the Bluetooth PHY and the two antennas.

In Figure 1 of the instant application, (104) 802.11 transceiver, *if you will*, is connected to the antenna switching circuit (116), and the Bluetooth function (106) transceiver, *if you will,* is also connected to the antenna switching logic (116). The first (112) and second (114) antenna are connected to the antenna switching circuit, not the transceiver as is shown in Awater's Fig. 1. In some embodiments, the antenna switching circuit is operable to allow the 802.11 transceiver to be directly connected to either antenna (112) or antenna (114), and the Bluetooth transceiver is connected to the other antenna. The reason for this is to allow for switched diversity which is a part of the 802.11 standard. Awater's Fig. 1 does not allow for switched diversity for the 802.11 transceiver, since that transceiver is always fixed to a single antenna.

See claim 2. "The device of claim 1, wherein either or both of the first or second wireless telecommunications functions may require simultaneous access to both the first and second antennas."

Additional, *inter alia*, there is a difference in how the interoperability device of Awater (106) and the arbitration function (118) of the instant application. The difference is that arbitration function uses a probabilistic approach to decide on which device is allowed to transmit. Embodiments of the instant application does NOT try and schedule the 802.11 packets within the blank spaces of HV1 voice packets.

Applicant believes this application and the claims herein to be in a condition for allowance. Please charge any additional fees, or credit overpayment to Deposit Account No. 20-0668. Should the Examiner have further inquiry concerning these matters, please contact the below named attorney for Applicants.

Respectfully submitted:

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